



STEVEN L. BESHEAR
GOVERNOR

EXECUTIVE ORDER

Secretary of State
Frankfort
Kentucky

2014-451
June 13, 2014

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve employment contracts between **Morehead State University**, and the following attorneys, as outlined in the attached contracts:

J. Gregory Clare, Louisville, Kentucky


Sturgill, Turner, Barker and Moloney, Lexington, Kentucky

Kortz & Funke, Crestwood, Kentucky

McBrayer, McGinnis, Leslie & Kirkland, Lexington, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contracts with the Executive Order.


STEVEN L. BESHEAR
Governor


ALISON LUNDERGAN GRIMES
Secretary of State

RECEIVED AND FILED

DATE 6/16/14

ALISON LUNDERGAN GRIMES

SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY

BY R. L. Allen



PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS _____

This Personal Service Contract for professional services to ^{Morehead} is made and entered into this

9th day of June, 2014 by and between Morehead State University (MSU) and:

Law Offices of J. Gregory Clare

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

2933 Bowman Avenue

Louisville

KY

40205

Street Address

City

State

Zip Code

Effective Dates Beginning date July 1, 2014 Ending date June 30, 2015

No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.

Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

The Law Offices of J. Gregory Clare will provide legal representation on immigration matters on an "as needed" basis.

Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

Supplement in-house legal counsel when specialized legal expertise is needed.

Contract Cost Data

\$ 10,000.00

Personal Services

\$

Per Diem/Travel

\$

Other

=

\$ 10,000.00

Total

Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

See attached.

The Second Party shall not be reimbursed for any expenses except as described above.

Source of Funds

Federal: \$

State: \$

Local/Other: \$ 10,000.00

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts \$10,000 and greater require the filing with the Government Contract Review Committee (GCRC) of the General Assembly before work begins.

Submitted by

Jane V. Fitzpatrick 6/11/14
Departmental Signature Date

Reviewed by

Office of Support Services

Date

Approved by

Dean/Vice President Signature

Date

Chief Financial Officer & VP for Administration

Date

PERSONAL SERVICE CONTRACT
between
MOREHEAD STATE UNIVERSITY

And Law Offices of J. Gregory Clare
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 - June 30) fiscal year? ☐ Yes ☐ No

Contractor (Second Party)

Signature

Date

Signature

Date

Law Offices of J. Gregory Clare
Name of Company or Corporation

MHSU-15-

Statement to Accompany Personal Services Contract

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

MOREHEAD STATE UNIVERSITY
Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU –

Agency: Morehead State University

Department: General Counsel

Type of Contract: ☒ New ☐ Renewal (Renegotiation) ☐ Extension for Time Only

NOTE: All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item.

1. Name of Contractor: Law Offices of J. Gregory Clare

Street Address: 2933 Bowman Avenue City Louisville State: KY Zip 40205

2. Effective Period of Contract Beginning Date: July 1, 2014 Ending Date: June 30, 2015

3. Explain the work to be performed. (Include: Description of project, type(s) of service to be delivered, reports or products to be prepared, reason for duration of contract, etc.):

The firm will provide legal services to Morehead State University on immigration matters on an "as needed" basis.

4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? ☒ Yes ☐ No

If yes, explain: Immigration matters may be extensive and incapable of resolution during the current fiscal year.

B. Will the contract provide for cancellation by MSU upon a maximum of 30 days or less written notice to the contractor? ☒ Yes ☐ No

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 10,000

Source of Funds: Federal \$ _____ State \$ _____ Local/Other \$ 10,000 Agency _____

B. If contract is supported by federal funds, indicate: Grant/project title, grant ID number, and CFDA number.

C. If contract is supported by state funds, indicate source(s) and amount(s) (e.g., General Fund, Trust & Agency, Other) _____

D. Was the contract cost included in the original Budget Request? ☒ Yes ☐ No

If no, explain: _____

E. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable): _____

F. Basis for Payment:

\$125 /hour
Hourly

\$ _____ /day
Per Diem

\$ _____ /service
Fee for Service

Other (Explain): not to exceed \$125/hour

G. Method of Payment: ☒ Straight Disbursement ☐ Inter-Account

H. Frequency of Payment: ☒ Monthly ☐ Quarterly ☐ Upon Completion

Other (Explain): _____

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of MSU for FICA purposes? ☐ Yes ☒ No

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

The firm will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

7. Name and address of other provider(s) considered to perform the service:

See attached.

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

See attached.

9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:

A. Name and Title of Person Responsible: Jane Fitzpatrick, General Counsel

Office and Location: HM 305, Morehead State University, Morehead, KY 40351

Telephone Number: (606) 783-2053

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitor needs will be address in the contract to facilitate this activity:

Review of monthly invoices

10. SIGNATURES

PREPARED BY: _____

DATE: _____

RECOMMENDED BY: Jane V Fitzpatrick

DATE: 6/11/14

TITLE: General Counsel

REVIEWED BY: _____

DATE: _____

Director of Support Services

APPROVED BY: _____

DATE: _____

Chief Financial Officer & VP for Administration

Statement to Accompany Personal Service Contract Proof of Necessity

#7 – Name and Address of other Provider(s) considered to perform the service:

Respondents for Immigration Legal Services

McBrayer, McGinnis, Leslie & Kirkland,
PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
tmcbrayer@mmlk.com

Wyatt Tarrant & Combs LLP
500 West Jefferson St., Suite 2800
Louisville, KY 40202
bmenefee@wyattfirm.com

The Law Offices of J. Gregory Clare
2933 Bowman Avenue
Louisville, KY 40205
Greg.clare@jgclare.com

Kortz & Funke
6461 W. LaGrange Road
Crestwood, KY 40014
dfunke@immigrationky.com

#8 – Basis for selection of the proposed contractor:

In April 2014, the University issued a request for proposal for legal services with an open response period of 30 days. The request for proposal was posted on the University's website. Evaluation criteria (including the experience in representing institutions of higher education, strength of professionals to be assigned to the contract, and financial and pricing consideration) were designated in the request for proposal and were used to score the respondents.



PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS _____

This Personal Service Contract for Morehead State University is made and entered into this

10th day of June, 2014 by and between Morehead State University (MSU) and:

Sturgill, Turner, Barker & Moloney, PLLC

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number _____

333 West Vine Street, Suite 1400

Street Address

Lexington

City

KY

State

40507

Zip Code

Effective Dates

Beginning date July 1, 2014

Ending date June 30, 2015

No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.

Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

See attached

Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

See attached

Contract Cost Data

\$15,000

Personal Services

\$ _____

Per Diem/Travel

\$ _____

Other

=

\$15,000

Total

Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

Source of Funds

Federal: \$ _____

State: \$ _____

Local/Other: \$15,000

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.

Submitted by

Jane V. Fitzpatrick 6/11/14
Departmental Signature Date

Reviewed by _____

Office of Support Services

Date

Dean/Vice President Signature

Date

Approved by _____

Chief Financial Officer & VP for Administration

Date

Personal Service Contract Number PS _____

PERSONAL SERVICE CONTRACT
between
MOREHEAD STATE UNIVERSITY

And Sturgill, Turner, Barker & Moloney, PLLC
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation – By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

Contractor (Second Party)

Sturgill, Turner, Barker & Moloney, PLLC 10 June 2014
Signature Date

Signature Date

Sturgill, Turner, Barker & Moloney, PLLC

Name of Company or Corporation

Statement to Accompany Personal Services Contract

Services to Be Delivered

Sturgill, Turner, Barker and Moloney, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$15,000.

Proof of Necessity (PON) Form

Government Contract Review Committee
Legislative Research Commission

Contract Number: MHSU-15-

Morehead State University

Agency

Higher Education

Division, Branch, etc.

TYPE OF CONTRACT:

 X New Renewal (Re-negotiation) or Extension for Time Only

NOTE: All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name & Address of Contractor: **Sturgill, Turner, Barker & Moloney, PLLC** 2. Effective Period of Contract:

333 West Vine Street, Suite 1400

Starting Date: July 1, 2014

Lexington, KY 40507

Ending Date: June 30, 2015

3. Explain, with specificity, the work to be performed. (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contact; etc.):

The firm will provide legal services to Morehead State University on an "as needed" basis for areas including but not limited to general higher education, tax law, employee benefits and compensation issues, and environmental issues.

4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes
If yes, explain: Litigation may be extensive and incapable of resolution during the current fiscal year.

b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

5. **FINANCIAL AND CONTRACT COST DATA:**

a. Total Projected Cost of Contract: \$ Not to exceed \$15,000

Source of Funds: Federal: \$ State: \$ Local/Other: \$ 15,000 (Agency)

b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number:

c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Trust and Agency

d. Was the contract cost included in the original Budget Request? X YES NO If no, explain:

e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable):
Project cost is an estimate based on comparable past litigation experience..

f. Basis for Payment: • Hourly: \$ not to exceed \$125 per hour • Per Diem: \$ per day

• Fee for Service: \$ per service • Other - Explain:

g. Method of Payment: • Straight Disbursement X • Inter-Account

h. Frequency of Payment: • Monthly X • Quarterly • Upon Completion

• Other Explain

i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: _____

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? _____

6. **JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.**

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

Sturgill, Turner, Barker & Moloney, PLLC will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

7. **Name and address of other provider(s) considered to perform the service:**

In April 2014, the University issued a request for proposal for legal services. See attached list of responding firms.

8. **Basis for selection of the proposed contractor** (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

The firm was selected through an advertised request for proposals process. The proposal submitted was evaluated based on criteria and weighting factors published in the RFP document.

9. **PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:**

a. Name and Title of Responsible Person: Jane Fitzpatrick, General Counsel

Office and Location: H.M. 305, Morehead State University, Morehead, KY 40351

Telephone Number: (606) 783-2452

b. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

10. **SIGNATURES:**

PREPARED BY: _____

DATE: _____

RECOMMENDED BY: _____

DATE: June 2, 2014

Title: General Counsel

REVIEWED BY: _____

DATE: _____

Title: Director of Support Services

APPROVED BY: _____
Chief Financial Officer & Vice President for Administration

DATE: _____

Statement to Accompany Legal Services Proof of Necessity

Respondents to Request for Proposals for Legal Services (April 2014):

Paul Stokes
129 East Main Street
Morehead, KY 40351
prstokeslaw@windstream.net

Sturgill, Turner, Barker & Maloney
333 West Vine Street, Suite 1400
Lexington, KY 40507
sbarker@sturgillturner.com

McBrayer, McGinnis, Leslie & Kirkland,
PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
tmcbrayer@mmlk.com

Wyatt Tarrant & Combs LLP
500 West Jefferson St., Suite 2800
Louisville, KY 40202
bmenefee@wyattfirm.com

The Law Offices of J. Gregory Clare
2933 Bowman Avenue
Louisville, KY 40205
Greg.clare@jgclare.com

Kortz & Funke
6461 W. LaGrange Road
Crestwood, KY 40014
dfunke@immigrationky.com



PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS _____

This Personal Service Contract for professional services to ^{Morehead} is made and entered into this

9th day of June, 2014 by and between Morehead State University (MSU) and:

Kortz & Funke

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

6461 W. LaGrange Road

Crestwood

KY

40014

Street Address

City

State

Zip Code

Effective Dates Beginning date July 1, 2014 Ending date June 30, 2015

No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.

Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

Kortz & Funke will provide legal representation on immigration matters on an "as needed" basis.

Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary. Supplement in-house legal counsel when specialized legal expertise is needed.

Contract Cost Data

\$ 10,000.00

Personal Services

\$

Per Diem/Travel

\$

Other

=

\$ 10,000.00

Total

Contract Cost Detail

Describe hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses. See attached.

The Second Party shall not be reimbursed for any expenses except as described above.

Source of Funds

Federal: \$

State: \$

Local/Other: \$ 10,000.00

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts \$10,000 and greater require the filing with the Government Contract Review Committee (GCRC) of the General Assembly before work begins.

Submitted by

Jane V. Fitzpatrick 6/11/14
Departmental Signature Date

Reviewed by

Office of Support Services

Date

Approved by

Dean/Vice President Signature

Date

Chief Financial Officer & VP for Administration

Date

MHSU-15-

Statement to Accompany Personal Services Contract

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

A handwritten signature in black ink, appearing to read "D. F. Fulk", is located in the bottom right corner of the document.

PERSONAL SERVICE CONTRACT
between
MOREHEAD STATE UNIVERSITY

And **Kortz & Funke**
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation – By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

Contractor (Second Party)

Signature

Date

Signature

Date

Name of Company or Corporation

MOREHEAD STATE UNIVERSITY
Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU –

Agency : Morehead State University

Department: General Counsel

Type of Contract:

☒

New

☐

Renewal (Renegotiation)

☐

Extension for Time Only

NOTE: All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item.

1. Name of Contractor: Kortz & Funke

Street Address: 6461 W. LaGrange Road

City Crestwood

State: KY

Zip 40014

2. Effective Period of Contract

Beginning Date: July 1, 2014

Ending Date: June 30, 2015

3. Explain the work to be performed. (Include: Description of project, type(s) of service to be delivered, reports or products to be prepared, reason for duration of contract, etc.):

The firm will provide legal services to Morehead State University on immigration matters on an "as needed" basis.

4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? ☒ Yes ☐ No

If yes, explain: Immigration matters may be extensive and incapable of resolution during the current fiscal year.

B. Will the contract provide for cancellation by MSU upon a maximum of 30 days or less written notice to the contractor? ☒ Yes ☐ No

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 10,000

Source of Funds: Federal \$ _____ State \$ _____ Local/Other \$ 10,000 Agency

B. If contract is supported by federal funds, indicate: Grant/project title, grant ID number, and CFDA number.

C. If contract is supported by state funds, indicate source(s) and amount(s) (e.g., General Fund, Trust & Agency, Other) _____

D. Was the contract cost included in the original Budget Request? ☒ Yes ☐ No

If no, explain: _____

E. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable): _____

F. Basis for Payment:

\$ 120 /hour

Hourly

\$ _____ /day

Per Diem

\$ _____ /service

Fee for Service

Other (Explain): not to exceed \$120/hour

G. Method of Payment: ☒ Straight Disbursement ☐ Inter-Account

H. Frequency of Payment: ☒ Monthly ☐ Quarterly ☐ Upon Completion

Other (Explain): _____

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of MSU for FICA purposes? ☐ Yes ☒ No

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

The firm will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

7. Name and address of other provider(s) considered to perform the service:

See attached.

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

See attached.

9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:

A. Name and Title of Person Responsible: Jane Fitzpatrick, General Counsel

Office and Location: HM 305, Morehead State University, Morehead, KY 40351

Telephone Number: (606) 783-2053

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitor needs will be address in the contract to facilitate this activity:

Review of monthly invoices

10. SIGNATURES

PREPARED BY: _____

DATE: _____

RECOMMENDED BY: Jane V. Fitzpatrick

DATE: 6/11/14

TITLE: General Counsel

REVIEWED BY: _____

DATE: _____

Director of Support Services

APPROVED BY: _____

DATE: _____

Chief Financial Officer & VP for Administration

Statement to Accompany Personal Service Contract Proof of Necessity

#7 – Name and Address of other Provider(s) considered to perform the service:

Respondents for Immigration Legal Services

McBrayer, McGinnis, Leslie & Kirkland,
PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
tmcbrayer@mmlk.com

Wyatt Tarrant & Combs LLP
500 West Jefferson St., Suite 2800
Louisville, KY 40202
bmeneffee@wyattfirm.com

The Law Offices of J. Gregory Clare
2933 Bowman Avenue
Louisville, KY 40205
Greg.clare@jgclare.com

Kortz & Funke
6461 W. LaGrange Road
Crestwood, KY 40014
dfunke@immigrationky.com

#8 – Basis for selection of the proposed contractor:


In April 2014, the University issued a request for proposal for legal services with an open response period of 30 days. The request for proposal was posted on the University's website. Evaluation criteria (including the experience in representing institutions of higher education, strength of professionals to be assigned to the contract, and financial and pricing consideration) were designated in the request for proposal and were used to score the respondents.



PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS _____

This Personal Service Contract for professional services to  is made and entered into this

10th day of June, 2014 by and between Morehead State University (MSU) and:

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

201 East Main St, Suite 900

Lexington

KY

40507

Street Address

City

State

Zip Code

Effective Dates Beginning date July 1, 2014 Ending date June 30, 2015

No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.

Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

See attached

Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

See attached

Contract Cost Data

\$ 10,000

Personal Services

\$

Per Diem/Travel

\$

Other

=

\$ 10,000

Total

Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

Source of Funds

Federal: \$

State: \$

Local/Other: \$ 10,000

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts \$10,000 and greater require the filing with the Government Contract Review Committee (GCRC) of the General Assembly before work begins.

Submitted by

 6/11/14
Departmental Signature Date

Reviewed by

Office of Support Services

Date

Approved by

Dean/Vice President Signature

Date

Chief Financial Officer & VP for Administration

Date

Personal Service Contract Number PS _____

PERSONAL SERVICE CONTRACT
between
MOREHEAD STATE UNIVERSITY

And **McBrayer, McGinnis, Leslie & Kirkland, PLLC**
 Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation – By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

Contractor (Second Party)

Signature

Date

Signature

Date

Name of Company or Corporation

Statement to Accompany Personal Services Contract

Services to Be Delivered

McBrayer, McGinnis, Leslie & Kirkland, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

MOREHEAD STATE UNIVERSITY
Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU –

Agency: Morehead State University

Department: General Counsel

Type of Contract: ☒ New ☐ Renewal (Renegotiation) ☐ Extension for Time Only

NOTE: All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item.

1. Name of Contractor: McBrayer, McGinnis, Leslie & Kirkland, PLLC

Street Address: 201 East Main St., Suite 900 City Lexington State: KY Zip 40507

2. Effective Period of Contract Beginning Date: July 1, 2014 Ending Date: June 30, 2015

3. Explain the work to be performed. (Include: Description of project, type(s) of service to be delivered, reports or products to be prepared, reason for duration of contract, etc.):

The firm will provide legal services to Morehead State University on an "as needed" basis for areas including but not limited to general higher education, tax law, employee benefits and compensation issues, and environmental issues.

4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? ☒ Yes ☐ No

If yes, explain: Immigration matters may be extensive and incapable of resolution during the current fiscal year.

B. Will the contract provide for cancellation by MSU upon a maximum of 30 days or less written notice to the contractor? ☒ Yes ☐ No

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 10,000

Source of Funds: Federal \$ _____ State \$ _____ Local/Other \$ 10,000 Agency

B. If contract is supported by federal funds, indicate: Grant/project title, grant ID number, and CFDA number.

C. If contract is supported by state funds, indicate source(s) and amount(s) (e.g., General Fund, Trust & Agency, Other) _____

D. Was the contract cost included in the original Budget Request? ☒ Yes ☐ No
If no, explain: _____

E. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable): _____

F. Basis for Payment:

\$125 /hour

\$ _____ /day

\$ _____ /service

Hourly

Per Diem

Fee for Service

Other (Explain): not to exceed \$125/hour

G. Method of Payment: ☒ Straight Disbursement ☐ Inter-Account

H. Frequency of Payment: ☒ Monthly ☐ Quarterly ☐ Upon Completion

Other (Explain): _____

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of MSU for FICA purposes? ☐ Yes ☒ No

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

McBrayer, McGinnis, Leslie & Kirkland will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

In April 2014, the University issued a request for proposal for legal services.

7. Name and address of other provider(s) considered to perform the service:

See attached.

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

The firm was selected through an advertised request for proposals process. The proposal submitted was evaluated based on criteria and weighting factors published in the RFP document.

9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:

A. Name and Title of Person Responsible: Jane Fitzpatrick, General Counsel

Office and Location: HM 305, Morehead State University, Morehead, KY 40351

Telephone Number: (606) 783-2053

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitor needs will be address in the contract to facilitate this activity:

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10. SIGNATURES

PREPARED BY: _____

DATE: _____

RECOMMENDED BY: Jane V. Fitzpatrick

DATE: 6/11/14

TITLE: General Counsel

REVIEWED BY: _____

DATE: _____

Director of Support Services

APPROVED BY: _____

DATE: _____

Chief Financial Officer & VP for Administration

Statement to Accompany Legal Services Proof of Necessity

Respondents to Request for Proposals for Legal Services (April 2014):

Paul Stokes
129 East Main Street
Morehead, KY 40351
prstokeslaw@windstream.net

Sturgill, Turner, Barker & Maloney
333 West Vine Street, Suite 1400
Lexington, KY 40507
sbarker@sturgillturner.com

McBrayer, McGinnis, Leslie & Kirkland,
PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
tmcbrayer@mmlk.com

Wyatt Tarrant & Combs LLP
500 West Jefferson St., Suite 2800
Louisville, KY 40202
bmeneffee@wyattfirm.com

The Law Offices of J. Gregory Clare
2933 Bowman Avenue
Louisville, KY 40205
Greg.clare@jgclare.com

Kortz & Funke
6461 W. LaGrange Road
Crestwood, KY 40014
dfunke@immigrationky.com